



# County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

June 4, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: PARTICIPATE IN THE  
SOUTHERN CALIFORNIA STORMWATER MONITORING COALITION  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

This action is to execute a cooperative agreement to permit the Los Angeles County Flood Control District to continue participation in the Southern California Stormwater Monitoring Coalition and its Research Needs Program for a period of five years.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Execute a cooperative agreement to continue participation in the Southern California Stormwater Monitoring Coalition for a period of five years. There is no cost associated with this agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to continue participation in the Southern California Stormwater Monitoring Coalition (SMC) and its cooperative Stormwater Research Needs Program originally authorized by your Board on October 31, 2000.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide Organizational Effectiveness (Goal 3) by allowing the Department of Public Works to participate in a collaborative effort to complete needed stormwater quality research.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The SMC is a collaboration of stormwater management and regulatory agencies in Southern California, which was formed in 2001 to develop stormwater-related research projects for the region. Participation in the SMC is a requirement for the Los Angeles County Flood Control District (LACFCD), as the principal permittee, under the 2001 Los Angeles County Municipal Stormwater National Pollutant Discharge Elimination System Permit. The original agreement to form the SMC has expired. The parties to the original agreement desire to continue the work started under the original agreement for an additional five-year period and to expand the number of participants to include the City of Los Angeles, the State Water Resources Control Board, and the California Department of Transportation.

This action will make the LACFCD a party to the cooperative agreement with 13 other agencies, including 7 other National Pollutant Discharge Elimination System Municipal Stormwater Permit holders in Southern California who are required to monitor stormwater. Participating stormwater agencies include: the Counties of Orange and San Diego, Ventura County Watershed Protection District, San Bernardino County Flood Control District, Riverside County Flood Control and Water Conservation District, and the Cities of Long Beach and Los Angeles. Other parties in the cooperative agreement are the State Water Resources Control Board; Regional Water Quality Control Boards of Los Angeles, San Diego, and Santa Ana regions; the California Department of Transportation; and the Southern California Coastal Water Research Project.

Attached is an agreement between the LACFCD and the other parties. The agreement has been reviewed and approved as to form by County Counsel.

The Honorable Board of Supervisors  
June 4, 2008  
Page 3

**ENVIRONMENTAL DOCUMENTATION**

In accordance with Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA. Therefore, a finding of environmental impact is not required.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no adverse impact on current County services.

**CONCLUSION**

Please return three adopted copies of this letter and 30 approved originals of the agreement to the Department of Public Works, Watershed Management Division. Once all parties have executed the agreement, we will send an original of all signature pages to the Executive Office to complete the adopted package.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DDE  
MP:sw

Attachment

c: County Counsel

## COOPERATIVE AGREEMENT FOR PARTICIPATION IN THE SOUTHERN CALIFORNIA STORMWATER MONITORING COALITION

THIS AGREEMENT, for purposes of identification numbered D06-049, is made and entered into this \_\_\_ day of \_\_\_\_\_, 2008, by and between the County of Orange, the County of Los Angeles, the County of San Diego, the Ventura County Watershed Protection District, the Riverside County Flood Control and Water Conservation District, the San Bernardino County Flood Control District, the City of Long Beach, the City of Los Angeles, the Regional Water Quality Control Board, Los Angeles Region, the Regional Water Quality Control Board, Santa Ana Region, the Regional Water Quality Control Board, San Diego Region, the State Water Resources Control Board (State Water Board), the California Department of Transportation, and the Southern California Coastal Water Research Project (SCCWRP). These entities are hereinafter sometimes jointly referred to as the "PARTIES" and individually as "PARTY". The County of Orange, the County of Los Angeles, the County of San Diego, the Ventura County Watershed Protection District, the Riverside County Flood Control and Water Conservation District, the San Bernardino County Flood Control District, the City of Long Beach and the City of Los Angeles are sometimes jointly referred to as "MUNICIPAL PARTIES".

### WITNESSETH

WHEREAS, Section 402 of the Clean Water Act (33 U.S.C.A. 1342(p)) contains provisions for applications for municipal and industrial stormwater discharge permits; and,

WHEREAS, these provisions require the control of pollutants from stormwater discharges by requiring a National Pollutant Discharge Elimination System (NPDES) permit under authority granted by the United States Environmental Protection Agency to allow the lawful discharge of stormwater into waters of the United States; and,

WHEREAS, in southern California NPDES stormwater permits have been issued by the Los Angeles, San Diego and Santa Ana Regional Water Quality Control Boards in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura

46 JUN 04 2008

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1 naming the counties, cities and flood control/watershed protection districts as co-  
2 permittees; and,

3 WHEREAS, certain counties or districts that are PARTIES to this AGREEMENT are  
4 acting on behalf of the co-permittees with respect to their countywide NPDES  
5 stormwater permit pursuant to local agreements; and,

6 WHEREAS, the City of Long Beach has received an individual NPDES stormwater  
7 permit from the Regional Water Quality Control Board, Los Angeles Region; and

8 WHEREAS, the California Department of Transportation has received a statewide  
9 NPDES stormwater permit from the State Water Board; and,

10 WHEREAS, all the NPDES stormwater permits issued to the MUNICIPAL PARTIES and  
11 the California Department of Transportation have requirements for extensive monitoring  
and encourage inter-jurisdictional cooperation in monitoring; and,

12 WHEREAS, the State Water Board has established a Surface Water Ambient  
13 Monitoring Program to integrate existing water quality monitoring activities of the  
14 State Water Board and the Regional Water Quality Control Boards, and to coordinate  
with other monitoring programs; and,

15 WHEREAS, the mission of SCCWRP, a Joint Powers Authority established in 1969, is  
16 to contribute to the scientific understanding of linkages among human activities,  
17 natural events and the health of the southern California coastal environment, and  
18 whose goal is to develop, participate in and coordinate programs to further this  
19 mission; and,

20 WHEREAS, the County of Orange, the County of Los Angeles, the County of San  
21 Diego, the Ventura County Watershed Protection District, the Riverside County Flood  
22 Control and Water Conservation District, the San Bernardino County Flood Control  
23 District, the City of Long Beach, the Regional Water Quality Control Board, Los  
24 Angeles Region, the Regional Water Quality Control Board, Santa Ana Region, the  
25 Regional Water Quality Control Board, San Diego Region, and SCCWRP through Agreement  
26 D99-072 identified and prioritized the research needs to begin to develop the  
methodologies and assessment tools to understand more effectively urban stormwater and

non-stormwater (anthropogenic) impacts on receiving waters and undertook some initial cooperative projects; and,

WHEREAS, Agreement D99-072 after five years has expired and many of the scientific and technical tools for stormwater program implementation, assessment and monitoring remain not fully developed; and,

WHEREAS, the PARTIES desire to continue the work started under Agreement D99-072 for an additional five year period and to expand the number of participants to include the City of Los Angeles, the State Water Board, and the California Department of Transportation; and,

WHEREAS, the PARTIES agree that some monies currently directed to NPDES compliance monitoring by the MUNICIPAL PERMITTEES and the California Department of Transportation may be appropriately directed to cooperative efforts to develop these needed scientific and technical tools:

NOW, THEREFORE, IT IS AGREED by and between the PARTIES hereto as follows:

Section 1. PURPOSE. This AGREEMENT is entered into for the purpose of continuing the implementation of the cooperative Stormwater Research Needs Program ("PROGRAM") in southern California that was developed under Agreement D99-072. The key focus of the PROGRAM is to develop scientific and technical tools for stormwater program implementation, assessment and monitoring that are currently not fully developed and, as a result, impede effective stormwater management. Separate, subsequent research implementation agreements ("SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENTS") will be entered into to fund recommended cooperative research/monitoring projects.

Section 2. TERM. The term of this AGREEMENT shall commence upon approval and execution of this document by the last signatory to this AGREEMENT and shall continue for a period of five (5) years from that date.

Section 3. STORMWATER MONITORING COALITION. The Program shall be overseen by the southern California Stormwater Monitoring Coalition ("SMC") Steering Committee. Each PARTY shall appoint a member and an alternate to the SMC Steering Committee. The members shall elect a chair to serve a one-year term. The SMC Steering Committee shall

1 meet from time to time upon the request of the chair, but at least every six months.  
2 The SMC Steering Committee shall be responsible for the preparation and oversight of  
3 SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENTS to fund recommended research studies.  
4 The SMC Steering Committee shall prepare an annual report for the PARTIES by October 1  
5 of each year, describing the progress made in the prior year ending June 30.

6 Section 4. SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENTS. Implementation of the  
7 PROGRAM shall be accomplished through SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENTS,  
8 which shall be prepared by the SMC Steering Committee. These agreements shall  
9 designate a lead agency and shall identify funding sources sufficient to complete the  
10 research study. The PARTIES to this AGREEMENT as well as other parties not signatory  
11 to this AGREEMENT may, by written agreement, become parties to these SUBSEQUENT  
12 RESEARCH IMPLEMENTATION AGREEMENTS. Parties to these SUBSEQUENT RESEARCH  
13 IMPLEMENTATION AGREEMENTS may provide funding or other in-kind resources. Each of  
14 these SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENTS will be submitted for approval to  
15 the appropriate governing board and/or official with authority to enter into contracts  
16 and are not binding on the parties to that agreement until so approved.

17 Section 5. GRANTS. All PARTIES, excepting the State Water Board and the Regional  
18 Water Quality Control Boards, shall use their best efforts to obtain grants to  
19 supplement the funding for the SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENTS.

20 Section 6. ADDITIONAL PARTIES. It is recognized that there may be other parties  
21 who wish to participate in and provide funding for the PROGRAM. Nothing in this  
22 AGREEMENT is intended to preclude additional participants being added by written  
23 amendment as parties to this AGREEMENT pursuant to Section 8.

24 Section 7. REGULATORY RESPONSIBILITIES AND OBLIGATIONS. It is mutually  
25 understood and agreed that, merely by entering into this AGREEMENT, the regulatory  
26 responsibilities and obligations of each PARTY are in no manner modified. Any such  
responsibilities and obligations remain the same, while this AGREEMENT is in force, as  
they were before this AGREEMENT was made.

1 Section 8. AMENDMENT. This AGREEMENT may be amended upon the written approval of  
2 all of the PARTIES.

3 Section 9. LIABILITY. It is mutually understood and agreed that, merely by  
4 virtue of entering into this AGREEMENT, each PARTY neither relinquishes liability for  
5 its own action nor assumes liability for the actions of other PARTIES. It is the  
6 intent of the PARTIES that liability of each PARTY shall remain the same, while this  
7 AGREEMENT is in force, as it was before this AGREEMENT was made. Liability provisions  
8 in SUBSEQUENT RESEARCH IMPLEMENTATION AGREEMENTS shall be addressed separately in each  
9 such agreement.

10 Section 10. TERMINATION. Any PARTY wishing to terminate its participation in  
11 this AGREEMENT shall provide ninety (90) days written notice to all the other PARTIES  
12 of its intent to withdraw. Such termination shall be effective ninety (90) days after  
13 the notice is received or deemed received ("EFFECTIVE DATE OF TERMINATION").  
14 The remaining PARTIES may continue in the performance of the terms and conditions of  
15 this AGREEMENT or may elect to terminate this AGREEMENT.

16 Section 11. NO THIRD PARTY BENEFICIARIES. Nothing expressed or mentioned in this  
17 AGREEMENT is intended or shall be construed to give any person, other than the PARTIES  
18 hereto, and any permitted successors, any legal or equitable right, remedy or claim  
19 under or in respect of this AGREEMENT or any provisions herein contained. This  
20 AGREEMENT and any conditions and provisions hereof is intended to be and is for the  
21 sole and exclusive benefit of the PARTIES hereto and the others mentioned above, and  
22 for the benefit of no other person.

23 Section 12. REFERENCE TO CALENDAR DAYS. Any reference to the word "day" or  
24 "days" herein shall mean calendar day or calendar days, respectively, unless otherwise  
25 expressly provided.

26 Section 13. ENTIRE AGREEMENT. This AGREEMENT is intended by the PARTIES as a  
final expression of their agreement and intended to be a complete and exclusive  
statement of the agreement and understanding of the PARTIES hereto in respect of the

subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This AGREEMENT supersedes all prior agreements and understandings between the PARTIES with respect to such matter.

Section 14. SEVERABILITY. If any part of this AGREEMENT is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

Section 15. SUCCESSORS AND ASSIGNS. The terms and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their successors and assigns.

Section 17. NOTICES. All notices required or desired to be given under this AGREEMENT shall be in writing and (a) delivered personally, or (b) sent by certified mail, return receipt requested or (c) sent by telefacsimile communication followed by a mailed copy, to the addresses specified below, provided each PARTY may change the address for notices by giving the other PARTIES at least ten (10) days written notice of the new address. Notices shall be deemed received when actually received in the office of the addressee or when delivery is refused, as shown on the receipt of the U.S. Postal service, or other person making the delivery, except that notices sent by telefacsimile communication shall be deemed received on the first business day following delivery.

Director, RDMD  
County of Orange  
P.O. Box 4048  
Santa Ana, CA 92702-4048

Director  
Ventura County W.P. District  
800 S. Victoria  
Ventura, CA 93009-1610

Director of Public Works  
County of Los Angeles  
900 S. Fremont Ave.  
Alhambra, CA 91803

General Manager-Chief Engineer  
Riverside County FC&WCD  
1995 Market St.  
Riverside, CA 92501

Director, Dept of Public Works  
San Bernardino Flood Control  
District  
825 E. 3<sup>rd</sup> Street  
San Bernardino, CA 92415-0835

Executive Officer  
Santa Ana RWQCB  
3737 Main St., Suite 500  
Riverside, CA 92501

Asst. Director of Public Works  
County of San Diego  
9325 Hazard Way  
San Diego, CA 92123

Executive Officer  
San Diego RWQCB  
9174 Sky Park Court, Ste 100  
San Diego, CA 92123

Director of Public Works  
City Hall, 9th Floor  
333 West Ocean Boulevard  
Long Beach CA 90802

Chief Environmental Engineer  
California Department of  
Transportation MS-27  
P.O. Box 942874  
Sacramento, CA 94274-0001

Commissioner, Board of Public  
Works  
200 North Spring St, Suite 361  
Los Angeles, CA 90012.

Executive Director  
State Water Resources Control  
Board  
P.O. Box 100  
Sacramento, CA 95812-0100

Executive Officer  
Los Angeles RWQCB  
320 W. 4<sup>th</sup> St., Suite 200  
Los Angeles, CA 90013

Executive Director  
SCCWRP  
7171 Fenwick Lane  
Westminster, CA 92683

Section 18. EXECUTION OF AGREEMENT. This AGREEMENT may be executed in  
counterpart and the signed counterparts shall constitute a single instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the dates  
opposite their respective signatures:

COUNTY OF ORANGE

A political subdivision of the State of  
California

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF  
THIS AGREEMENT HAS BEEN DELIVERED TO  
THE CHAIRMAN OF THE BOARD

Date: \_\_\_\_\_

By \_\_\_\_\_  
DARLENE J. BLOOM  
Clerk of the Board of Supervisors of  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_



COUNTY OF LOS ANGELES  
A political subdivision of the State of  
California, acting on behalf of the Los Angeles  
County Flood Control District

Date: JUN 04 2008

By *George B. Bunker*  
Chair, Board of Supervisors

ATTEST:

Date: JUN 04 2008

By *Honorable Rhonda*  
Deputy  
Clerk of the Board of Supervisors of  
County of Los Angeles, California

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, JR.  
COUNTY COUNSEL

By *Raymond G. Fortner, Jr.*  
Deputy

Date: 5-20-08



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Directors

By *Honorable Rhonda*  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

46 JUN 4 2008

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

76598

COUNTY OF SAN DIEGO  
A political subdivision of the State of  
California

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chairman of the Board of Supervisors

ATTEST:

Date: \_\_\_\_\_

By \_\_\_\_\_

Clerk of the Board of Supervisors of  
San Diego County, California

APPROVED AS TO FORM  
COUNTY COUNSEL

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

VENTURA COUNTY WATERSHED PROTECTION DISTRICT  
A body corporate and politic

Date: \_\_\_\_\_

By \_\_\_\_\_  
Chair of the Board of Supervisors of the  
Ventura County Watershed Protection District

ATTEST:

Date: \_\_\_\_\_

By \_\_\_\_\_  
Clerk of the Board of Supervisors of  
Ventura County, California and ex-officio  
Clerk of the Board of the Ventura County  
Watershed Protection District

APPROVED AS TO FORM  
COUNTY COUNSEL

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT  
A body corporate and politic

RECOMMENDED FOR APPROVAL:

WARREN D. WILLIAMS  
General Manager-Chief Engineer

APPROVED AS TO FORM:

JOE S. RANK  
County Counsel

By  
NEAL KIPNIS  
Assistant County Counsel

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT  
A body corporate and politic

By  
JOHN A. TAVAGLIONE, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

ATTEST:

NANCY ROMERO  
Clerk of the Board

Date: \_\_\_\_\_

By \_\_\_\_\_  
Deputy

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT  
A body corporate and politic

Date: \_\_\_\_\_

By: \_\_\_\_\_  
PAUL BIANE,  
Chairman, Board of Supervisors  
Acting as the Governing Body of the District

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF  
THE BOARD:

Dena Smith  
Clerk of the Board of Supervisors of the County  
of San Bernardino

By: \_\_\_\_\_  
Deputy

APPROVED AS TO LEGAL FORM  
RONALD D. REITZ  
County Counsel

By: \_\_\_\_\_  
CHARLES S. SCOLASTICO  
Deputy County Counsel

Date: \_\_\_\_\_

CITY OF LONG BEACH

Date: \_\_\_\_\_

By \_\_\_\_\_  
Mayor

ATTEST:

Date: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
CITY ATTORNEY

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

CITY OF LOS ANGELES

Date: \_\_\_\_\_

By \_\_\_\_\_  
Commissioner, Board of Public Works

ATTEST:

Date: \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
CITY ATTORNEY

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the Regional Water Quality  
Control Board, Los Angeles Region

REGIONAL WATER QUALITY CONTROL BOARD, SANTA ANA REGION

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the Regional Water Quality  
Control Board, Santa Ana Region

REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the Regional Water Quality  
Control Board, San Diego Region

STATE WATER RESOURCES CONTROL BOARD

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the State Water Resources  
Control Board

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Scott McGowen, Asst. Division Chief  
Division of Environmental Analysis

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the California Department of  
Transportation

1 SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT, a joint powers agency

2  
3 Date: \_\_\_\_\_

By: \_\_\_\_\_  
STEPHEN B. WEISBERG  
Executive Director